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**FILED**  
DISTRICT COURT OF GUAM  
JUL 24 2007   
MARY L.M. MORAN  
CLERK OF COURT

4 *Attorneys for Defendant Foremost Foods*

5  
6  
7 **IN THE DISTRICT COURT OF GUAM**

8 MARIANA EXPRESS LINES, LTD., )

CIVIL CASE NO. 07-00016

9 Plaintiff, )

10 vs. )

**ANSWER**

11 FOREMOST FOODS, )

12 Defendant. )  
13 )  
14 )

15 **COMES NOW** Defendant **FOREMOST FOODS** (hereinafter referred to as  
16 the "Defendant") and in answer to the Complaint herein admits,  
17 denies, and alleges as follows:

18 1. Defendant admits the allegations contained in paragraphs  
19 1, 2, 3, 5, 6, 7, 11, and 13.

20 2. Defendant lacks sufficient information and belief to  
21 formulate a response to paragraphs 8, 10, and 17 and, basing its  
22 denial thereon, denies generally and specifically each and every  
23 allegation contained therein.  
24

25 3. In response to paragraph 12, Defendant admits only that  
26 Cargill invoiced it for the product but Defendant denies generally  
27  
28

**ORIGINAL**

1 and specifically each and every other allegation contained in said  
2 paragraph.

3 4. In response to paragraph 14, Defendant admits only that  
4 amounts were owed to MELL for prior shipments but Defendant lacks  
5 sufficient information and belief as to whether the \$29,434.07  
6 alleged in the Complaint is correct as of the "time of these  
7 events" and, for that reason, Defendant denies generally and  
8 specifically the amount alleged to have been owed at that time.

9 5. In response to paragraph 15, Defendant admits only that  
10 it set-off the amount it had paid to Cargill against amounts  
11 otherwise owed to MELL but Defendant denies generally and  
12 specifically each and every other allegation contained in said  
13 paragraph.  
14

15 6. Defendant denies generally and specifically each and  
16 every allegation contained in paragraph 18 inasmuch as the terms  
17 and conditions of the bills of lading are set forth in the bills of  
18 lading themselves.  
19

20 7. Defendant denies generally and specifically each and  
21 every allegation contained in paragraphs 9 and 16.

22 **COUNT ONE**

23 8. In response to paragraph 19, Defendant realleges and  
24 incorporates herein by this reference its responses to paragraphs 1  
25 through 18, inclusive.

26 9. Defendant admits the allegations contained in paragraph  
27 20.  
28

10. Defendant denies generally and specifically each and every allegation contained in paragraphs 21, 22, and 23.

**COUNT TWO**

11. In response to paragraph 24, Defendant realleges and incorporates herein by this reference its responses to paragraphs 1 through 23, inclusive.

12. Defendant admits the allegations contained in paragraph 25.

13. Defendant denies generally and specifically each and every allegation contained in paragraphs 26, 27, and 28.

**COUNT THREE**

14. In response to paragraph 29, Defendant realleges and incorporates herein by this reference its responses to paragraphs 1 through 28, inclusive.

15. Defendant denies generally and specifically each and every allegation contained in paragraphs 30, 31, 32, and 33.

**COUNT FOUR**

16. In response to paragraph 34, Defendant realleges and incorporates herein by this reference its responses to paragraphs 1 through 33, inclusive.

17. Defendant denies generally and specifically each and every allegation contained in paragraphs 35, 36, and 37.

**COUNT FIVE**

18. In response to paragraph 38, Defendant realleges and incorporates herein by this reference its responses to paragraphs 1 through 37, inclusive.

1 19. Defendant denies generally and specifically each and  
2 every allegation contained in paragraphs 39, 40, 41, and 42.

3 **FIRST AFFIRMATIVE DEFENSE**

4 The claims set forth in the Complaint fail to state claims  
5 upon which relief may be granted.

6 **SECOND AFFIRMATIVE DEFENSE**

7 The claims, and each of them, are barred by the applicable  
8 statutes of limitation.

9 **THIRD AFFIRMATIVE DEFENSE**

10 The Plaintiff was at fault for the loss at issue inasmuch as  
11 it breached its duty to furnish seaworthy containers that were  
12 reasonably suitable for the shipment of frozen concentrated orange  
13 juice.  
14

15 **FOURTH AFFIRMATIVE DEFENSE**

16 The tort claims alleged in this action are barred by the  
17 economic loss rule.

18 **WHEREFORE**, Defendant **FOREMOST FOODS** prays judgment as follows:

- 19 1. That Plaintiff take nothing by its Complaint;  
20 2. For reasonable attorneys' fees incurred in the defense of  
21 this action based upon whatever authority Plaintiff relies upon in  
22 asserting its claim for recovery of such fees;  
23

24 //

26 //

28 //

3. For costs of suit incurred herein; and

4. For such other and further relief as the Court may deem  
just and proper.

DATED this 24th day of July, 2007.

BLAIR STERLING JOHNSON  
MARTINEZ & LEON GUERRERO  
A PROFESSIONAL CORPORATION

BY: 

THOMAS C. STERLING  
*Attorneys for Defendant Foremost Foods*

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